

**MEMORANDUM OF TRUST**

**TO WHOM IT MAY CONCERN: GREGORY L. SMITH AND GARY P. SMITH**, as Co-Trustees of the Gary P. Smith GST Nonexempt Trust under The Smith Family Irrevocable Trust dated November 13, 1998, execute this Memorandum of Trust in accordance with Mississippi law.

1. **Name of Trust.** The name of the trust is Gary P. Smith GST Nonexempt Trust ("GST Nonexempt Trust") established under The Smith Family Irrevocable Trust dated November 13, 1998 (the "Trust Agreement").
2. **Identity of Trustees.** The co-trustees of the GST Nonexempt Trust are Gregory L. Smith and Gary P. Smith.
3. **Address of Trustees.** The address of the co-trustees is 2102 Kinross Cove, Germantown, Tennessee 38139.
4. **Date of Execution.** The Trust Agreement was executed on November 13, 1998, and amended by the Trust Advisor by First Amendment dated February 27, 2003.
5. **Successor Trustee.** If either of **GREGORY L. SMITH** or **GARY P. SMITH** ceases to act as trustee of the GST Nonexempt Trust at any time during the lifetime of **NANCY B. SMITH**, because of his death, disability, resignation or for any other reason, **NANCY B. SMITH**, if she is then living and is not disabled, shall appoint a successor trustee for the GST Nonexempt Trust. If **NANCY B. SMITH** fails to appoint a successor trustee within 30 days after the date that vacancy occurs, **U.S. BANK, N.A.**, or its successor, shall be the successor trustee of the GST Nonexempt Trust.
6. **Trustee's Powers.** In administering the trust, the Trustees shall have all of the Trustee powers and discretions conferred upon such Trustees by the laws of the State of Ohio as well as any powers that are conferred upon the Trustees by the Trust Agreement. Without limiting the generality of this grant, the Trustees shall expressly have the following powers set forth in Paragraph 3.1 of the Trust Agreement:
  - (a) To sell, exchange, assign, transfer and convey, with or without warranty, any security or property, real or personal, held in any trust, at public or private sale, at such time and price and upon such terms and conditions (including credit) as the trustee may deem advisable.
  - (b) To invest and reinvest in such stocks, bonds and other securities and properties as the trustee may deem advisable, including but not limited to real estate.
  - (c) To employ a licensed real estate broker or brokers in connection with the sale of real property held in any trust established hereunder, and to pay a real estate brokerage commission for services rendered by the broker or brokers effecting such sale.

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(d) To make, execute and deliver all contracts, deeds, assignments, insurance contracts, powers and other instruments, and to perform, in general, any and all matters for the preservation and management of any trust assets which the trustee may deem advisable.

(e) To lease any real estate (with or without the privilege of purchase) for such term or terms and upon such conditions and rentals and in such manner as the trustee may deem advisable, including any lease for the exploration or removal of minerals or other natural resources, and any lease so made shall be valid and binding for the full term thereof even though it shall extend beyond the duration of any trust; to make ordinary or extraordinary repairs, replacements and improvements, structural or otherwise, to any such real estate; to subdivide or develop real estate, to dedicate it to public use and to grant easements as the trustee may deem proper; and to set aside income for a depreciation or depletion reserve as the trustee may deem advisable.

(f) To borrow such amount or amounts of money (from the trustee individually or from any other person, firm or corporation) upon such terms and conditions as the trustee may deem advisable for the purpose of doing or carrying out any of the powers, authorities and purposes hereunder; to give secured or unsecured notes therefor with or without powers of attorney to confess judgment; and to secure the payment of such loan or loans by a pledge or mortgage of any or all of the trust assets.

The Trustees have executed this Memorandum of Trust this 1 day of December, 2003.

GREGORY L. SMITH  
GREGORY L. SMITH, Co-Trustee

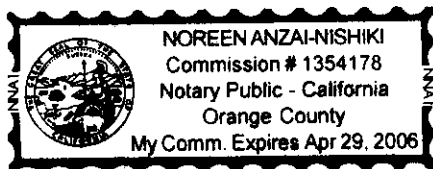
GARY D. SMITH  
GARY D. SMITH, Co-Trustee

STATE OF CALIFORNIA )  
 ) SS:  
COUNTY OF ORANGE )

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me by GREGORY L. SMITH, this 26<sup>th</sup> day of November, 2003.

My commission expires: April 29, 2006.

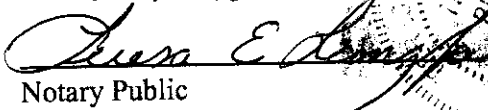
Noreen Anzai-Nishiki  
Notary Public

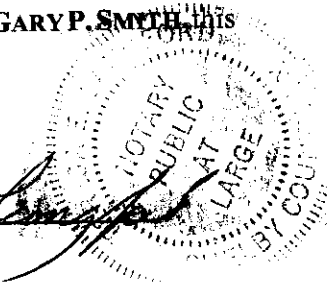


STATE OF Tennessee )  
 ) SS:  
COUNTY OF Shelby )

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me by GARY P. SMITH, this  
1 day of December, 2003.

My commission expires: My Commission Expires July 13, 2005

  
Notary Public



The foregoing instrument was prepared by:

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